## iCRAG LABS@TCD Terms and Conditions

- This document sets out the conditions upon which operation of equipment and analysis of the samples specifically for said equipment are contained. The iCRAG\_Labs@TCD warrants that the results as acquired are accurate in so far as they relate to the sample as received in the iCRAG\_LABS@TCD. The iCRAG\_LABS@TCD accepts no liability or responsibility to any party whatsoever in respect of, or in any way by reference to:
- the taking of the sample, the accuracy of the sample or its suitability for the purpose(s) for which it is taken or applied, the designation, handling, storage or transport of the sample prior to its delivery to the iCRAG\_LABS@TCD or its condition upon such delivery;
- 2) the interpretation of the results and/or the application of the results as stated and/or the accuracy and reliability of any advices based thereon;
- any (or any alleged) lack of competence, negligence, failure or breach of duty on the part of any person engaged in or responsible for any of the activities or functions referred to above, whether or not such agent is described as an agent of iCRAG\_LABS@TCD, or otherwise. All such persons shall be deemed to be agents of the person to whom the data are issued and not to be agents or representatives of iCRAG\_LABS@TCD;
- The use of iCRAG\_LABS@TCD results in any legal, publicity or advertising activities is prohibited without the explicit written consent of the iCRAG\_LABS@TCD Manager;
- Samples being sent to iCRAG\_LABS@TCD must be delivered in appropriate containers
  and arrive two days prior to analysis if possible to ensure sufficient time for sample
  preparation;

- Any data collected will be held in accordance with the Trinity College Dublin Data
   Protection Policy (https://www.tcd.ie/about/policies/data\_protection.php);
- The iCRAG\_LABS@TCD does not retain samples for storage once analysis is complete, unless by prior arrangement with the iCRAG\_LABS@TCD manager. Where possible samples are returned to the client upon completion of work;
- As some sample testing and analysis may be destructive, the iCRAG\_LABS@TCD
  accepts no responsibility for the loss of, or damage, to samples;
- The total liability of the iCRAG\_LABS@TCD, for loss or damage caused by or resulting from improper or negligent purported performance or non-performance of work shall not exceed a sum equal to that paid for the work;
- In the event of any claim arising against iCRAG\_LABS@TCD, the laboratory expressly excludes liability for any consequential loss or damage or any loss value, profit, business, revenue, goodwill, yields, production or anticipated savings which may arise in respect of or in anyway by reference to any report, analysis, advice or information given orally by any person or contained in any report, leaflet, book pamphlet, brochure or other document, whether prepared, published or issued by iCRAG\_LABS@TCD or otherwise;
- The iCRAG\_LABS@TCD operates a strict credit policy according to the rules set down by the University of Dublin, Trinity College. In effect this is 30 days credit from the date of invoice. Failure to comply with these terms may result in the withdrawal of credit facilities. Where appropriate a Purchase Order number should be supplied with samples;
- The iCRAG\_LABS@TCD accepts no responsibility for samples that are sub-contracted to third parties at clients' requests;
- Receipt of client samples by the iCRAG\_LABS@TCD is deemed as acceptance in full of these terms and conditions.